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WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURIYET CADDESİ 12/10, ISTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

17022/b
RECORDATION NO _____ FILED 1425

SS:JC SEP 27 1990 -10 25 AM

September 27, 1990

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

0-270A018

17022/A
RECORDATION NO _____ FILED 1425

17022
RECORDATION NO _____ FILED 1425

SEP 27 1990 -10 25 AM
INTERSTATE COMMERCE COMMISSION

SEP 27 1990 -10 25 AM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. { 11303.

The first document, Lease Agreement No. 2, dated as of September 1, 1990, is a primary document. The names and address of the parties to such document are as follows:

Wilmington Trust Company *W 4320*
Rodney Square North
Wilmington, Delaware 19890

CSX Transportation, Inc. *W 2520*
100 N. Charles Street
Baltimore, Maryland 21201

The second document, Indenture and Security Agreement No. 2, dated as of September 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Carolyn M. Lee

Wilmington Trust Company *Wilmington*
Rodney Square North
Wilmington, Delaware 19890

Mercantile-Safe Deposit and Trust Company *Quarter*
2 Hopkins Plaza
P.O. Box 2258
Baltimore, Maryland 21203

The third document, Lease and Indenture Supplement No. 1, dated September 27, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, Maryland 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
P.O. Box 2258
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents follows: Bathtub Gondola Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement No. 2 dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 680

Bathtub Gondola Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 2, dated as of September 1, 1990, between Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 680 Bathtub Gondola Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 1, dated September 27, 1990, among Wilmington Trust Company, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 680 Bathtub Gondola Cars identified by the Lessee in Annex 1.

Very truly yours,



Susan Scheman

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

17022/B
RECORDED IN FILED IN

SEP 27 1990 - 9 25 AM

LEASE AND INDENTURE SUPPLEMENT ~~INTO STATE COMMERCE COMMISSION~~

Dated September 27, 1990

Among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

BATHTUB GONDOLA CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 2 DATED AS OF SEPTEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON SEPTEMBER 27, 1990
AT _:_ A.M. RECORDATION NUMBER _._.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 27, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 2 dated as of September 1, 1990 (the "Trust Agreement") with CHASE MANHATTAN SERVICE CORPORATION, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 2 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 2 (the "Lease") dated as of September 1, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 2 (the "Indenture"), each dated as of September 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$21,080,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Bathtub Gondola Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2 and 3 hereto shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an

original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement
No. 1 to be duly executed on the date and year set forth in
the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,
not in its individual capac-
ity but solely as Owner
Trustee

By 
Title: **Financial Services Officer**

Lessee

CSX TRANSPORTATION, INC.

By _____
Title: _____

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: Chairman

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement
No. 1 to be duly executed on the date and year set forth in
the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

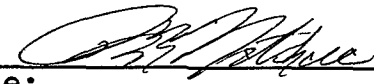
Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By  _____
Title: VICE PRESIDENT

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this ____ day of September, 1990.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Indenture Trustee

By _____
Title:

STATE OF DELAWARE)
 : SS.:
CITY OF WILMINGTON)

On this 26th day of September, 1990, before me personally appeared Carolyn Daniels, to me personally known, who, being by me duly sworn, says that she is a Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 4-16-94
[Notary Seal]

STATE OF MARYLAND)

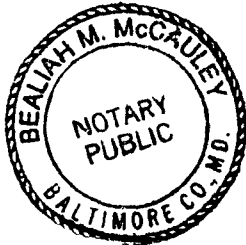
: ss.:

CITY OF BALTIMORE)

On this 26th day of September, 1990, before me personally appeared A.B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSC Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

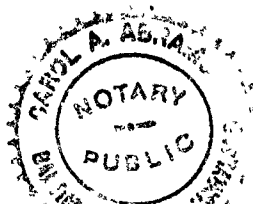
Bealiah M. McCauley
Notary Public

My Commission Expires: 11-1-93
[Notary Seal]



STATE OF Maryland)
CITY OF Baltimore) ss.:

On this 26th day of September, 1990, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is Vice President, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Abrams
Notary Public

My Commission Expires: 8/1/91
[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Bathtub Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
680	See Attached Schedule	\$31,000	\$21,080,000

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383683
CSXT	383684
CSXT	383685
CSXT	383686
CSXT	383687
CSXT	383688
CSXT	383689
CSXT	383690
CSXT	383691
CSXT	383692
CSXT	383693
CSXT	383694
CSXT	383695
CSXT	383696
CSXT	383697
CSXT	383698
CSXT	383699
CSXT	383700
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CSXT	383714
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CSXT	383726
CSXT	383727
CSXT	383728
CSXT	383729
CSXT	383730
CSXT	383731
CSXT	383732
CSXT	383733
CSXT	383734
CSXT	383735
CSXT	383736
CSXT	383737
CSXT	383738

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	383739
CSXT	383740
CSXT	383741
CSXT	383742
CSXT	383743
CSXT	383744
CSXT	383745
CSXT	383746
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CSXT	383752
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CSXT	383778
CSXT	383779
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CSXT	383781
CSXT	383782
CSXT	383783
CSXT	383784
CSXT	383785
CSXT	383786
CSXT	383787
CSXT	383788
CSXT	383789
CSXT	383790
CSXT	383791
CSXT	383792
CSXT	383793
CSXT	383794
CSXT	383795
CSXT	383796
CSXT	383797

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	383798
CSXT	383799
CSXT	383800
CSXT	383801
CSXT	383802
CSXT	383803
CSXT	383804
CSXT	383806
CSXT	383807
CSXT	383808
CSXT	383809
CSXT	383810
CSXT	383811
CSXT	383812
CSXT	383813
CSXT	383814
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CSXT	383816
CSXT	383817
CSXT	383819
CSXT	383820
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CSXT	383842
CSXT	383843
CSXT	383844
CSXT	383845
CSXT	383846
CSXT	383847
CSXT	383848
CSXT	383849
CSXT	383850
CSXT	383851
CSXT	383852
CSXT	383853
CSXT	383854
CSXT	383855

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
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CSXT	383856
CSXT	383857
CSXT	383858
CSXT	383859
CSXT	383860
CSXT	383861
CSXT	383862
CSXT	383863
CSXT	383864
CSXT	383865
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CSXT	383869
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CSXT	383905
CSXT	383906
CSXT	383907
CSXT	383908
CSXT	383910
CSXT	383911
CSXT	383912
CSXT	383913
CSXT	383914
CSXT	383915
CSXT	383916
CSXT	383918

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383919
CSXT	383920
CSXT	383922
CSXT	383923
CSXT	383924
CSXT	383925
CSXT	383926
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CSXT	383969
CSXT	383970
CSXT	383971
CSXT	383972
CSXT	383973
CSXT	383974
CSXT	383975
CSXT	383976
CSXT	383977
CSXT	383978
CSXT	383979

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	383980
CSXT	383981
CSXT	383982
CSXT	383983
CSXT	383984
CSXT	383985
CSXT	383986
CSXT	383987
CSXT	383988
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CSXT	384029
CSXT	384030
CSXT	384031
CSXT	384032
CSXT	384033

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384035
CSXT	384037
CSXT	384038
CSXT	384039
CSXT	384040
CSXT	384041
CSXT	384042
CSXT	384043
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CSXT	384089
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CSXT	384092
CSXT	384093
CSXT	384094
CSXT	384095
CSXT	384096
CSXT	384098
CSXT	384099
CSXT	384100
CSXT	384101
CSXT	384104
CSXT	384105
CSXT	384107

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384108
CSXT	384109
CSXT	384110
CSXT	384112
CSXT	384113
CSXT	384115
CSXT	384116
CSXT	384117
CSXT	384118
CSXT	384119
CSXT	384120
CSXT	384121
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CSXT	384154
CSXT	384155
CSXT	384156
CSXT	384157
CSXT	384158
CSXT	384160
CSXT	384161
CSXT	384162
CSXT	384163
CSXT	384164
CSXT	384165
CSXT	384166

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384167
CSXT	384168
CSXT	384170
CSXT	384171
CSXT	384172
CSXT	384173
CSXT	384176
CSXT	384177
CSXT	384178
CSXT	384179
CSXT	384180
CSXT	384182
CSXT	384183
CSXT	384184
CSXT	384186
CSXT	384187
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CSXT	384189
CSXT	384190
CSXT	384191
CSXT	384192
CSXT	384193
CSXT	384194
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CSXT	384197
CSXT	384199
CSXT	384202
CSXT	384203
CSXT	384205
CSXT	384206
CSXT	384207
CSXT	384208
CSXT	384209
CSXT	384210
CSXT	384211
CSXT	384212
CSXT	384214
CSXT	384216
CSXT	384217
CSXT	384219
CSXT	384220
CSXT	384221
CSXT	384224
CSXT	384225
CSXT	384226
CSXT	384228
CSXT	384229
CSXT	384230
CSXT	384231
CSXT	384232
CSXT	384233

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384234
CSXT	384235
CSXT	384237
CSXT	384239
CSXT	384242
CSXT	384243
CSXT	384244
CSXT	384245
CSXT	384246
CSXT	384247
CSXT	384248
CSXT	384249
CSXT	384250
CSXT	384251
CSXT	384252
CSXT	384254
CSXT	384255
CSXT	384256
CSXT	384257
CSXT	384258
CSXT	384259
CSXT	384261
CSXT	384262
CSXT	384265
CSXT	384268
CSXT	384269
CSXT	384270
CSXT	384273
CSXT	384281
CSXT	384285
CSXT	384287
CSXT	384288
CSXT	384289
CSXT	384290
CSXT	384294
CSXT	384295
CSXT	384296
CSXT	384297
CSXT	384298
CSXT	384299
CSXT	384300
CSXT	384301
CSXT	384303
CSXT	384304
CSXT	384306
CSXT	384307
CSXT	384310
CSXT	384311
CSXT	384313
CSXT	384314
CSXT	384315

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384317
CSXT	384318
CSXT	384319
CSXT	384320
CSXT	384321
CSXT	384322
CSXT	384323
CSXT	384324
CSXT	384325
CSXT	384326
CSXT	384327
CSXT	384328
CSXT	384329
CSXT	384330
CSXT	384331
CSXT	384332
CSXT	384333
CSXT	384334
CSXT	384335
CSXT	384336
CSXT	384337
CSXT	384338
CSXT	384339
CSXT	384340
CSXT	384341
CSXT	384342
CSXT	384343
CSXT	384344
CSXT	384345
CSXT	384346
CSXT	384347
CSXT	384348
CSXT	384349
CSXT	384350
CSXT	384351
CSXT	384352
CSXT	384353
CSXT	384354
CSXT	384355
CSXT	384356
CSXT	384357
CSXT	384358
CSXT	384359
CSXT	384360
CSXT	384361
CSXT	384362
CSXT	384363
CSXT	384364
CSXT	384365
CSXT	384366
CSXT	384367

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384368
CSXT	384369
CSXT	384370
CSXT	384371
CSXT	384372
CSXT	384373
CSXT	384374
CSXT	384375
CSXT	384376
CSXT	384377
CSXT	384378
CSXT	384379
CSXT	384380
CSXT	384381
CSXT	384382
CSXT	384383
CSXT	384384
CSXT	384385
CSXT	384386
CSXT	384387
CSXT	384388
CSXT	384389
CSXT	384390
CSXT	384391
CSXT	384392
CSXT	384393
CSXT	384394
CSXT	384395
CSXT	384396
CSXT	384397
CSXT	384398
CSXT	384399
CSXT	384400
CSXT	384401
CSXT	384402
CSXT	384403
CSXT	384404
CSXT	384405
CSXT	384406
CSXT	384407
CSXT	384408
CSXT	384409
CSXT	384410
CSXT	384411
CSXT	384412
CSXT	384413
CSXT	384414
CSXT	384415
CSXT	384416
CSXT	384417
CSXT	384418

100-TON BATH TUB GONS IN 3RD QUARTER CLOSING

NEW INITIAL	NEW NUMBER
CSXT	384419
CSXT	384420
CSXT	384421
CSXT	384422
CSXT	384423
CSXT	384424
CSXT	384425
CSXT	384426
CSXT	384427
CSXT	384428
CSXT	384429
CSXT	384430
CSXT	384431
CSXT	384432
CSXT	384433
CSXT	384434
CSXT	384435
CSXT	384436
CSXT	384437
CSXT	384438
CSXT	384439
CSXT	384440
CSXT	384441
CSXT	384442
CSXT	384443
CSXT	384444
CSXT	384445
CSXT	384446
CSXT	384447
CSXT	384448
CSXT	384449
CSXT	384450
CSXT	384451
CSXT	384452

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to March 26, 2004, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on March 26, 2004, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after March 26, 2004, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 26, 1991	107.28161165
September 26, 1991	109.22237476
March 26, 1992	109.11946449
September 26, 1992	110.11113405
March 26, 1993	109.08692119
September 26, 1993	109.44404661
March 26, 1994	107.80192678
September 26, 1994	108.10429636
March 26, 1995	106.29534637
September 26, 1995	106.47402906
March 26, 1996	104.31879587
September 26, 1996	101.74385977
March 26, 1997	101.74383977
September 26, 1997	98.88529169
March 26, 1998	98.88529169
September 26, 1998	95.72645513
March 26, 1999	95.72645513
September 26, 1999	95.72645513
March 26, 2000	92.40999262
September 26, 2000	92.40999262
March 26, 2001	86.64253882
September 26, 2001	86.66934276
March 26, 2002	80.64172325
September 26, 2002	81.02437509
March 26, 2003	74.52409525
September 26, 2003	75.07898028
March 26, 2004	68.15448802
March 26, 2004	68.15448802
September 26, 2004	59.59337966
March 26, 2005	60.70514355
September 26, 2005	51.45802043
March 26, 2006	52.87372298
September 26, 2006	43.07594373
March 26, 2007	44.49954106
September 26, 2007	34.10121974
March 26, 2008	35.61301679
September 26, 2008	25.36426085
March 26, 2009	26.00000001

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to March 26, 2004, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on March 26, 2004, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after March 26, 2004, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Bathtub Gondola Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 26, 1991	107.28161165
September 26, 1991	109.22237476
March 26, 1992	109.11946449
September 26, 1992	110.11113405
March 26, 1993	109.08692119
September 26, 1993	109.44404661
March 26, 1994	107.80192678
September 26, 1994	108.10429636
March 26, 1995	106.29534637
September 26, 1995	106.47402906
March 26, 1996	104.31879587
September 26, 1996	101.74385977
March 26, 1997	101.74383977
September 26, 1997	98.88529169
March 26, 1998	98.88529169
September 26, 1998	95.72645513
March 26, 1999	95.72645513
September 26, 1999	95.72645513
March 26, 2000	92.40999262
September 26, 2000	92.40999262
March 26, 2001	86.64253882
September 26, 2001	86.66934276
March 26, 2002	80.64172325
September 26, 2002	81.02437509
March 26, 2003	74.52409325
September 26, 2003	75.07898028
March 26, 2004	68.15448802
March 26, 2004	68.15448802
September 26, 2004	59.39337966
March 26, 2005	60.70514355
September 26, 2005	51.45802043
March 26, 2006	52.87372298
September 26, 2006	43.07594373
March 26, 2007	44.49954106
September 26, 2007	34.10121974
March 26, 2008	35.61301679
September 26, 2008	25.36426085
March 26, 2009	26.00000001